

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   1										
2. AMENDMENT / MODIFICATION NO. <div style="text-align: center;">NO. 2</div>			3. EFFECTIVE DATE <div style="text-align: center;">9/27/99</div>		4. REQUISITION / PURCHASE REQ NO.		5. PROJECT NO. (If applicable)									
6. ISSUED BY <div style="text-align: right;">CODE</div> NATIONAL SCIENCE FOUNDATION CPO - CONTRACTS BRANCH, SECTION I 4201 WILSON BOULEVARD, SUITE 475 ARLINGTON, VA 22230					7. ADMINISTERED BY (If other than Item 6) <div style="text-align: right;">CODE</div> <div style="text-align: center;">SAME AS ITEM 6</div>											
8. NAME AND ADDRESS OF CONTRACTOR					(✓)		9A. AMENDMENT OF SOLICITATION NO.									
					X		RFP SRS 99-026									
							9B. DATED (SEE ITEM 11) <div style="text-align: center;">9/1/99</div>									
							10A. MODIFICATION OF CONTRACT / ORDER NO.									
							10B. DATED (SEE ITEM 13)									
CODE		FACILITY CODE														
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this document prior to the hour and date specified in the solicitation or as amended, by one of the following methods: <b>(a)</b> By completing Items 8 and 15, and returning <u>  1  </u> copies of the amendment; <b>(b)</b> By acknowledging receipt of this amendment on each copy of the offer submitted; or <b>(c)</b> By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																
12. ACCOUNTING AND APPROPRIATION DATA (If required)																
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																
(✓)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
		D. OTHER (Specify type of modification and authority)														
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>    </u> copies to issuing office.																
14. DESCRIPTION OF AMENDMENT / MODIFICATION (Organized by UCF section headings, including solicitation / contract subject matter where feasible.)																
<p>After the last sentence in the fourth paragraph of Section C.1.1 Background, the following is added:          "The Government will acquire the license for the ISI SCI database and provide the Contractor with access to same. The Contractor will be required to execute a 'Contractor's Agreement to Limited Use of ISI Databases,' which is attached as Attachment 7 to this solicitation."</p> <p>Under Section J.1 Listing of Attachments, the following is added:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Number</th> <th style="text-align: left;">Document</th> <th style="text-align: left;">Pages</th> <th style="text-align: left;">Section</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">7</td> <td>Contractor's Agreement to Limited Use of ISI Databases</td> <td style="text-align: center;">1</td> <td style="text-align: center;">C</td> </tr> </tbody> </table>									Number	Document	Pages	Section	7	Contractor's Agreement to Limited Use of ISI Databases	1	C
Number	Document	Pages	Section													
7	Contractor's Agreement to Limited Use of ISI Databases	1	C													
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.																
15A. NAME AND TITLE OF SIGNER (Type of print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
15B. CONTRACTOR / OFFEROR					15C. DATE SIGNED		16B. UNITED STATES OF AMERICA									
16C. DATE SIGNED																
(Signature of person authorized to sign)					(Signature of Contracting Officer)											

**APPENDIX B**

**CONTRACTOR'S AGREEMENT TO LIMITED USE OF ISI DATABASES**

**1. License**

a) By execution of this Agreement, the undersigned ("Contractor"), contractor to the National Science Foundation ("NSF"), under NSF Contract No. \_\_\_\_\_ (or any successor contract thereto) (the "Contract") hereby acknowledges and agrees that the publications of the INSTITUTE FOR SCIENTIFIC INFORMATION®, INC. (ISI®), a Pennsylvania corporation with offices at 3501 Market Street, University City Science Center, Philadelphia, Pennsylvania 19104 (hereinafter "ISI") known as SCIENCE CITATION INDEX® ("SCI") and SOCIAL SCIENCE CITATION INDEX® ("SSCI") Databases, (collectively, the "ISI Databases") and the Output (as hereinafter defined) therefrom (any media including, without limitation, magnetic tape, laser disk or magnetic disk containing the ISI Databases or any part thereof or any Output therefrom hereinafter, "Tapes") being provided to Contractor by NSF or ISI pursuant to the License Agreement between ISI and NSF (the "License Agreement"), are proprietary to ISI and that such data are being provided only for use in conjunction with work being performed under the Contract.

b) Contractor shall use data contained in the Tapes and all other data owned by ISI received under the Contract only for the purpose of performing Scientometric and Bibliometric analyses on behalf of NSF pursuant to the Contract.

c) Contractor may read such data into Contractor's master reference file and the Tapes and other data received from NSF or ISI may be retained as back-up but may not be further duplicated.

d) Contractor acknowledges and agrees that if it wishes to use, distribute or sell or otherwise make available to any person or entity, other than NSF or persons to whom NSF authorizes distribution pursuant to the License Agreement, the ISI Databases or any Output therefrom which it has made through use of the Tapes, in any form, including, without limitation, microform, machine-readable form or printed form, it must obtain a separate license or agreement or prior written consent from ISI.

**2. Indemnity**

Should NSF be held liable to ISI or its assignees or successors in interest on account of Contractor's use of the data other than in accordance with the Contract, Contractor agrees to indemnify and hold harmless the National Science Foundation.

3. **Copyright: Proprietary Rights**

a) The copyright and all other proprietary rights in the ISI Databases are the sole and exclusive property of ISI and the Contractor shall use due care to prevent the unauthorized publication, duplication and use of the ISI Databases.

b) Contractor shall use the following legend, on all containers for Tapes and in the ISI Databases, including any derivative database:

"© \_\_\_\_\_ (date), by Institute for Scientific Information, Inc., Philadelphia, Pennsylvania 19104 U.S.A. All Rights Reserved. No part of these materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means, including electronic, mechanical, photographic, magnetic or other means without the express written permission of the publisher."

c) Contractor agrees that any publications it prepares for NSF based on the ISI Databases will include a statement as follows:

"The above is extracted from the **Science Citation Index® (or Social Science Citation Index®)** databases of the Institute for Scientific Information: ©Copyright Institute for Scientific Information® 199\_\_".

d) Contractor shall take appropriate safeguards to prevent access to the Tapes, the ISI Databases, or the Output by unauthorized personnel.

4. **ERASURE OF DATABASE AND CERTAIN OUTPUT**

a) At the completion of the Contract, Contractor agrees to erase or otherwise destroy the ISI Databases and all Output, (or it may return the Tapes, and/or other media containing the ISI Databases, to NSF or to NSF's designee), from all files, disk files, computer memory and other storage media containing any ISI Database, any portion of any ISI Database, or any Output therefrom to which Contractor has not acquired a license or other right from ISI for non-NSF use.

b) Contractor shall deliver to NSF a notarized statement certified by an officer of the Contractor to the effect that such ISI Databases and Output have been delivered to NSF or destroyed, as applicable, and that all such data has been erased from all storage media of Contractor.

5. **Definitions**

a) A "Scientometric Analysis" (also known as a "Bibliometric Analysis") shall mean a count or statistical analysis of data elements derived from all or any part of any ISI Database.

b) "Output" shall mean the data extracted from any ISI Database as a result of Scientometric Analysis or Bibliometric Analysis and shall expressly include any database derived from any ISI Database (i.e., any derivative database, including the master reference file referred to in Section 1 c) above.

6. **Governing Law**

Contractor acknowledges and agrees that ISI is a third-party beneficiary of this Agreement, and that ISI may enforce the provisions of this Agreement directly against Contractor. In any such action between ISI and Contractor, the laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Contractor hereby consents to the personal jurisdiction of the courts of the Commonwealth of Pennsylvania and the federal courts sitting in the Commonwealth of Pennsylvania. Contractor hereby consents to service of process by any method by which notices may be delivered hereunder.

7. **Attorney's Fees**

In the event of a lawsuit between the parties, the prevailing party shall be entitled to an award of its reasonable attorney's fees, in addition to any other sums to which it may be entitled.

8. **Notices**

Any notice hereunder shall be sent by personal delivery (including by overnight courier service), telex, telecopier, or by certified mail, postage or other charges prepaid, addressed as follows:

To ISI at:

Institute for Scientific Information, Inc.  
3501 Market Street  
University City Science Center  
Philadelphia, Pennsylvania 19104  
Attention: Keith MacGregor, Vice President and General Manager  
Citation Products

To NSF at:

National Science Foundation  
4201 Wilson Boulevard  
Arlington, Virginia 22230  
Attention: Jennifer Bond, Program Director

To Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be designated by a party by written notice to the other. All notices shall be effective upon delivery.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written below.

**NATIONAL SCIENCE FOUNDATION**

BY: \_\_\_\_\_

NAME (Typed): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME (Typed): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_